

## VAYANA WEBSITE TERMS OF SERVICE

Thank you for selecting the Services offered by Vayana Network Inc. and/or its subsidiaries and affiliates (referred to as "VAYANA", "we", "our", or "us"). Please review these Terms of Service ("Agreement") thoroughly. This Agreement is a legal and binding agreement between you and VAYANA. By accepting electronically (for example, clicking "I Agree"), installing, accessing or using the Services, you agree to these terms. If you do not agree to the terms of this Agreement, then you must not access, install or use the Services.

### A. GENERAL TERMS

#### 1. AGREEMENT

This Agreement describes the terms governing your use of the VAYANA services provided to you on this website, including content, updates and new releases, (collectively, the "Services"). It includes by reference:

- VAYANA's Privacy Statement provided to you in the Services, available on the website, or provided to you otherwise.
- Additional Terms and Conditions, which may include those from third parties, and will be shared with you and incorporated by this reference to this agreement.
- Any terms provided separately to you for the Services, including product or program terms, ordering to activation processes, payment terms, etc.

#### 2. YOUR RIGHTS TO USE THE SERVICES

2.1 The Services and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by are protected by copyright, trade secret, and other intellectual property or proprietary rights laws. This Agreement grants you the right to use the Services VAYANA only as described herein or in other documentation provided by VAYANA. VAYANA reserves all other rights in the Services. Until termination of this Agreement and as long as you meet any and all applicable payment obligations and comply with this Agreement, VAYANA grants to you a personal, limited, nonexclusive, nontransferable right and license to use the Services.

2.2 You agree not to use, nor permit any third party to use, the Services or content in a manner that violates any applicable law, regulation or this Agreement. You agree that you will not:

- Provide access to or give any part of the Services to any third party.
- Reproduce, modify, copy, disassemble, create derivative works of, deconstruct, sell, trade or resell the Services.
- Make the Services available on any file-sharing or application hosting service.

**3. PAYMENT.** Services may be chargeable per payment transaction and / or based on a subscription basis. For Services offered on a payment or subscription basis, the following terms apply, unless VAYANA or its third party affiliate/(s) notifies you otherwise in writing. This Agreement

also incorporates by reference and includes program ordering and payment terms provided to you on the website for the Services:

1. You will be billed in U.S. dollars, and your account will be debited when you subscribe and provide your payment information, unless stated otherwise in the program ordering or payment terms on the website for the Services.
2. You must pay with one of the following:
  1. A valid credit card acceptable to VAYANA;
  2. A valid debit card acceptable to VAYANA;
  3. Sufficient funds in a checking or savings account to cover an electronic debit of the payment due;  
or
  4. By another payment option VAYANA provides to you in writing.
3. If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the Services.
4. If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of your service, we may participate in programs supported by your card provider (e.g., updater services, recurring billing programs, etc.) to try to update your payment information, and you authorize us to continue billing your account with the updated information obtained by us.
5. VAYANA will automatically renew your monthly, quarterly, or annual Services at the then-current rates, unless the Services are cancelled or terminated under this Agreement.
6. Additional cancellation or renewal terms may be provided to you on the website for the Services.

#### **4. USE WITH YOUR MOBILE DEVICE**

Use of these Services may be available through a compatible mobile device, may require software and internet access. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

VAYANA MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

1. THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
2. ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
3. ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

**5. YOUR PERSONAL INFORMATION.** You can view VAYANA's Privacy Statement provided with the Services and on the website for the Services. You agree to the applicable VAYANA Privacy Statement, and any changes published by VAYANA from time to time. You agree that VAYANA may

use and maintain your data according to the VAYANA Privacy Statement. You give VAYANA permission to combine information you enter or upload for the Services with that of other users of the Services and/or other VAYANA services. For example, this means that VAYANA may use your and other users' non-identifiable, aggregated data to improve the Services or to design promotions and provide ways for you to compare business practices with other users. VAYANA is a global company and may access or store personal information in multiple countries, including countries outside of your own country to the extent permitted by applicable law.

## **6. CONTENT**

**6.1 You are responsible for your content.** You are responsible for all materials ("Content") uploaded, posted or stored through your use of the Services. You grant VAYANA a worldwide, royalty-free, non-exclusive license to host and use any Content provided through your use of the Services for any reason including data aggregation, improvement of the services and otherwise. You should archive your Content frequently. You are responsible for any lost or unrecoverable Content. You must provide all required and appropriate warnings, information and disclosures. VAYANA is not responsible for the Content or data you submit through the Services.

You agree not to use, nor permit any third party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

1. Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;
2. Content that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy;
3. Except as permitted by VAYANA in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;
4. Virus, trojan horse, worm or other disruptive or harmful software or data; and
5. Any information, software or Content which is not legally yours and without permission from the copyright owner or intellectual property rights owners.

**6.2 Community forums.** The Services may include a community forum or other social features to exchange Content and information with other users of the Services and the public. VAYANA does not support and is not responsible for the content in these community forums. Please be respectful when you interact with other users. You should not reveal information that you do not want to make public. Users may post hypertext links to content of third parties for which VAYANA is not responsible.

**6.3 VAYANA may freely use feedback you provide.** You agree that VAYANA may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant VAYANA a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to VAYANA in any way.

**6.4 VAYANA may monitor your Content.** VAYANA may, but has no obligation to, monitor content on the Services. We may disclose any information necessary to satisfy our legal obligations, protect VAYANA or its customers, or operate the Services properly. VAYANA, in its sole discretion, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

**6.5 Copyright Infringement.** If you believe that any content of the Services violate your copyright, please send us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

## **7. ADDITIONAL TERMS**

**7.1 VAYANA does not give professional advice.** Unless specifically included with the Services, VAYANA is not in the business of providing legal, financial, accounting, tax, health care, real estate or other professional services or advice. Please consult the services of a competent professional when you need this type of assistance.

**7.2 We may tell you about other VAYANA services.** You may be offered other services, products, or promotions by VAYANA ("VAYANA Services"). Additional terms and conditions and fees may apply. With some VAYANA Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, etc., to the Internet. You grant VAYANA permission to use information about your business and experience to help us to provide the VAYANA Services to you and to enhance the Services. You grant VAYANA permission to combine your business data, if any, with that of others in a way that does not identify you or any individual personally. You also grant VAYANA permission to share or publish summary results relating to research data and to distribute or license such data to third parties.

**7.3 Communications.** VAYANA may be required by law to send you communications about the Services or Third Party Products. You agree that VAYANA may send these communications to you via email, SMS or by posting them on our websites

**7.4 You will manage your passwords and accept updates.** If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must

treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. You agree to receive these updates.

**7.5 Additional Security Details.** You may provide us with your telephone number as part of your customer record or registration or via other methods. You understand and agree that VAYANA may use your telephone number for "multi-factor authentication" ("MFA"), to confirm your identity and help protect the security of your account. Part of the MFA identity verification process may involve VAYANA sending text messages containing security codes to your telephone number. You agree to receive these texts from VAYANA containing security codes as part of the MFA process. In addition, you agree that VAYANA may send automated text messages and pre-recorded voice messages to the telephone number you provide for other limited purposes, including: providing you with important critical notices regarding your use of the Services, or fulfilling a request made by you through the Services.

**7.6. API.** VAYANA may provide access to its application-programming interface (API) as part of the Services. This may be at an additional fee. Subject to the other terms of this agreement, VAYANA grants you a non-exclusive, non-transferable, terminable license to interact with the API only for purposes of the Services as allowed by the API.

1. You may not use the API in a manner that fails to comply with the API technical documentation or with any part of the API. If any of these occur, VAYANA can suspend or terminate your access to the API on a temporary or permanent basis.
2. VAYANA may change or remove existing endpoints or fields in API results upon at least 30 days' notice to you, but VAYANA will use commercially reasonable efforts to support the previous version of the API for at least 6 months. VAYANA may add new endpoints or fields in API results without prior notice to you.
3. The API is provided on an 'AS IS' and 'WHEN AVAILABLE' basis. VAYANA has no liability to you as a result of any change, temporary unavailability, suspension, or termination of access to the API.

**7.7 Publicity:** You are permitted to state publicly that you are using VAYANA's Services. You agree that VAYANA may include your name and trademarks in a list of VAYANA customers, online or in promotional materials. You also agree that VAYANA may verbally reference you as a user of

VAYANA's Services. You may opt out of the provisions in this section by contacting [legal@Vayana.com](mailto:legal@Vayana.com)

## **8. Proprietary Property:**

1. **Reservation of Rights:** The software, workflow processes, user interface, designs, know-how, and other technologies provided by VAYANA as part of the Services are the proprietary property of VAYANA and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with VAYANA. You may not remove or modify any proprietary marking or restrictive legends in the Services. VAYANA reserves all rights unless expressly granted in this agreement.
2. **Restrictions:** You may not (i) sell, resell, rent or lease the Services or use it in a service provider capacity; (ii) use the Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Services; (iv) attempt to gain unauthorized access to the Services or their related systems or networks; (v) reverse engineer the Services; or (vi) access the Services to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

## **9. DISCLAIMER OF WARRANTIES**

8.1 YOUR USE OF THE SERVICES, SOFTWARE, AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VAYANA, ITS AFFILIATES, AND ITS THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SERVICES. VAYANA AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED

WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER.

8.2 VAYANA, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

**10. LIMITATION OF LIABILITY AND INDEMNITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF VAYANA, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID TO VAYANA DURING THE NINE (9) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, VAYANA, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET VAYANA SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF VAYANA AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF VAYANA, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE.

You agree to indemnify and hold VAYANA and its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Services or breach of this Agreement (collectively referred to as "Claims"). VAYANA reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by VAYANA in the defense of any Claims.

**11. CHANGES.** We reserve the right to change this Agreement at any time, and the changes will be effective when posted through the Services, on our website for the Services or when we notify you by other means. We may also change or discontinue the Services, in whole or in part. Your continued use of the Services indicates your agreement to the changes.

**12. TERMINATION.** This agreement continues until terminated as defined herein. VAYANA may, in its sole discretion and without notice, restrict, deny, terminate this Agreement or suspend the Services effective immediately, in whole or in part, for suspicion of fraud, security, illegal activity or unauthorized access issues to protect the integrity of our Services or systems and comply with

applicable VAYANA policy, or if you fail to comply with this Agreement or if you no longer agree to receive electronic communications. VAYANA may temporarily suspend or terminate, or both, the Services if your payment on any invoice is more than 15 days past due. Upon termination you must immediately stop using the Services and any outstanding payments will become due. Any termination of this Agreement shall not affect VAYANA's rights to any payments due to it. Within 90-days after termination, your Content will be available. After such 90-day period, VAYANA has no obligation to maintain the Content and may destroy it. VAYANA may terminate a free account at any time. Sections 2.2, 3 through 16 will survive and remain in effect even if the Agreement is terminated.

**13. EXPORT RESTRICTIONS.** You acknowledge that the Services, including the mobile application, delivered by VAYANA are subject to restrictions under applicable US export control laws, including US trade embargoes and sanctions and security requirements, and applicable country or local laws to the extent compatible with US laws. You agree that you will comply with these laws and regulations and will not export, re-export, import or otherwise make available products and/or technical data in violation of these laws, directly or indirectly.

**14. GOVERNING LAW.** Delaware state law governs this Agreement without regard to its conflicts of laws provisions.

**15. DISPUTES.** In the event of a dispute, you shall escalate any disputes arising hereunder to executive management of the Company, who will make good faith efforts to resolve the dispute in a timely manner. If attempts to resolve a dispute by each parties' executive management fail, then the parties may seek arbitration. **ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT**, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply Delaware law to all other matters. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction. **WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, YOU AGREE THAT YOU AND VAYANA ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.**

Except for the payment of monies, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events. Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.



VAYANA shall not be a party to any disputes between you and your counterparties. In the event of any dispute between you and your counterparties whether in relation to any deficient, improper or incomplete business transactions, VAYANA shall not be made a party to any litigation, arbitration or other proceeding instituted in respect of such disputes.

You agree that any dispute, claim or controversy arising from the Services shall be determined by binding arbitration conducted by the American Arbitration Association (AAA) before a single AAA arbitrator under the rules of the AAA . The parties shall bear their own costs related to arbitration. You may choose to have the arbitration conducted by telephone, based on written submissions, or at another mutually agreed location. The decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. This Section 14 shall survive expiration, termination or rescission of this Agreement.

**16. GENERAL.** This Agreement, including the Additional Terms below, is the entire agreement between you and VAYANA and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. You also confirm that the individual/s signing this agreement on behalf of the company is hereby fully authorized to bind to contractual obligations and is authorized to provide the information and documentation submitted in connection with this agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You cannot assign or transfer ownership of this Agreement to anyone without written approval of VAYANA. However, VAYANA may assign or transfer it without your consent for any reason. Any assignment in violation of this Section shall be void. If you want to request a transfer of this Agreement, contact VAYANA via an email to: [legal@Vayana.com](mailto:legal@Vayana.com)

**August 2022**